

PREPARED BY:

~~Record and Return to:~~

Chase Home Finance
REO Dept #518/B56
10790 Rancho Bernardo Rd
San Diego CA 92127
214-446-3625

✓ **RETURN TO:** 901-759-0409

Covenant Escrow Services
9056 Stone Walk Place
Germantown, TN 38138
10-70382

11/02/10 12:15:32
OK P BK 140 PG 769
DEBOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Bank of America, National Association as successor by merger to LaSalle Bank National Association, a national banking association, (the "Company") as trustee hereby constitutes and appoints each of Chase Home Finance LLC (the "Servicer"), as its lawful agent and attorney-in-fact, in its name, place and stead to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in items (1) through (4) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements and no power is granted hereunder to take any action that would be adverse to the interests of the BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION. This Power of Attorney is being issued in connection with Chase Home Finance LLC, responsibilities to service certain mortgage loans (the "Loans") held by Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee of the trusts identified on **STRUCTURED ASSET INVESTMENT LOAN TRUST (SAIL) 2004-3** (the "Trusts") hereto. These Loans are comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") and the promissory notes (the "Notes") they secure.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, as Trustee of the Trusts relating to the Loans, and to use or take any lawful means for recovery by legal process or otherwise.
2. As BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, as Trustee of the Trusts act and deed, to transact business of any kind regarding the Loans, to obtain any interest in the Loans and/or the property and buildings which are the subject of the Security Instruments (the "Property"), to contract for, purchase, receive, take possession of and obtain evidence of title in and to the Property, and/or to secure payment of the Notes or performance of any related obligation or agreement.
3. Execute bonds, Notes, Security Instruments and other contracts, agreements and instruments regarding the Loans and/or the Property, including but not limited to the execution of releases, satisfactions and assignments, and the execution of deeds and associated instruments, if any, conveying the Property, in the interest of BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, as Trustee of **'STRUCTURED ASSET INVESTMENT LOAN TRUST (SAIL) 2004-3**.
4. Endorse, on behalf of BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, all checks, drafts and/or other negotiable instruments made payable to BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, as Trustee of **'STRUCTURED ASSET INVESTMENT LOAN TRUST (SAIL) 2004-3**.

Notwithstanding anything contained herein to the contrary, neither the Servicer nor the Subservicer shall, without the Trustee's written consent: (i) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (ii) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating the Master Servicer's or Special Servicer's, as applicable, representative capacity, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

Witness my hand and seal this 5th day of November, 2008.

BANK OF AMERICA, NATIONAL
ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, as trustee for
STRUCTURED ASSET INVESTMENT
LOAN TRUST (SAIL) 2004-3

Jonathan T. Vacca
Witness: Jonathan T. Vacca

Martha Boduch
Witness: Martha Boduch

Matthew Smith
Attest: Matthew Smith
Trust Officer

By: *Jennifer Wilt*
Jennifer Wilt
Vice President

By: *Susan L. Feld*
Susan L. Feld
Vice President

FOR CORPORATE ACKNOWLEDGMENT

STATE OF ILLINIOS

COUNTY OF COOK

On this 5th day of November, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jennifer Wilt and Susan L. Feld, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President of the corporation therein named, and acknowledged to me that such a corporation executed the within instrument pursuant to its bylaws or a resolution of the Board of Directors.

Witness my hand of official seal.

Signature *Darlene Morrow*

My Commission expires: _____

(NOTARY SEAL)

